

UNITED STATES BANKRUPTCY COURT
DISTRICT OF IDAHO (POCATELLO)

Name of Debtor
Keith Delgado
Estella L Delgado

Case Number
02-40892

-13

NOTE: This form should not be used to file a claim for an additional claim arising out of the commencement of this case. A "request" for payment of an additional claim may be filed pursuant to 11 U.S.C. § 502(c).

Name of Creditor (The person or other entity to whom the debtor owes money or property):

Check Cash Advance

Name and Address where notices should be sent:

Check Cash Advance
400 Yellowstone
Pocatello, ID 83201

- ☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
- ☐ Check box if you have never received any notices from the bankruptcy court in this case.
- ☐ Check box if the address differs from the address on the envelope sent to you by the court.

Telephone Number:

Account or other number by which creditor identifies debtor:

4233-09-21-01 / 2898-07-10-00

Check here if
this claim
☐ replaces
☐ amends

a previously filed claim, dated _____

1. Basis for Claim

- ☐ Goods sold
- ☐ Services performed
- ☒ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ☐ Other

- ☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
- ☐ Wages, salaries, and compensation (fill out below)
- Your SS #: _____
- Unpaid compensation for services performed from _____ to _____
- (date) (date)

2. Date debt was incurred:

9-21-2001 / 7-10-2000

3. If court judgment, date obtained:

\$ 957.84

4. Total Amount of Claim at Time Case Filed:

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

☒ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.
☐ Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

- ☐ Real Estate ☐ Motor Vehicle
- ☐ Other _____

Value of Collateral: \$ _____

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____

6. Unsecured Priority Claim.
☒ Check this box if you have an unsecured priority claim

Amount entitled to priority \$ 957.84

Specify the priority of the claim: Checks

- ☐ Wages, salaries, or commissions (up to \$4,650)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
- ☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
- ☐ Up to \$ 2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
- ☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
- ☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- ☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).

*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

Date

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 357.

Chapter 12 and 13 claims, along with any supporting must be filed in duplicate.

OF CLAIM

U.S. COURTS

02 JUN 14 PM 3:47



02-40892



1862781

THIS SPACE IS FOR COURT USE ONLY

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DATE: May 20, 2002

SMALL CLAIMS FINANCE CHARGES

NAME: Estella L. Delgado
ADDRESS: 346 S University Ave
Blackfoot, ID 83221

TELEPHONE: (208) 785-4390

LOANS(S): 4233-233-09-21-01 CHECK # 240

INTEREST 40%

AMOUNT FINANCED: \$ 350.00 Days Delinquent: 230
09/21/01 to 5/9/2002

PRINCIPAL AMOUNT:	\$ 350.00		Annual	Annual	Daily
		Financed	Rate	Amount	Amount
INTEREST:	\$ 88.22	\$ 350.00	40%	\$ 140.00	\$ 0.3836
		Days	Total		
BAD CHECK FEE:		230	\$ 88.22		

TOTAL OWED CCA: \$ 438.22

PAYMENTS

BALANCE DUE \$ 438.22

DATE: May 20, 2002

SMALL CLAIMS FINANCE CHARGES

NAME: J. Keith Delgado

ADDRESS: 346 S University Ave
Blackfoot, ID 83221

TELEPHONE: (208) 785-4390

LOANS(S): 2898-898-07-10-00 CHECK # 240

INTEREST 40%

AMOUNT FINANCED: \$ 300.00 Days Delinquent: 668
07/10/00 to 5/9/2002

PRINCIPAL AMOUNT:	\$ 300.00		Annual Rate	Annual Amount	Daily Amount
INTEREST:	\$ 219.62	\$ 300.00	40%	\$ 120.00	\$ 0.3288
BAD CHECK FEE:		<u>Days</u> 668	<u>Total</u> \$ 219.62		

TOTAL OWED CCA: \$ 519.62

PAYMENTS

BALANCE DUE \$ 519.62

2898-898-07-10-200

C.C.A. of Idaho, Inc. DBA
400 Yellowstone
Pocatello, Idaho 83201
(208) 232-7070



**SINGLE PAYMENT PROMISSORY NOTE
SECURITY AGREEMENT AND DISCLOSURE STATEMENT.**

COPY

DATE June 26, 19 00 Note # 2898-898-7-10-200 \$ 300⁰⁰

This Promissory Note ("Note") is between **CHECK CASH ADVANCE** and Keith Delgado.
In this Note "I", "Me" and "My" mean each person signing this Note as a Borrower. The words "you" and "your" mean **CHECK CASH ADVANCE** (the "Lender").

1. **PROMISE TO PAY:** I promise to pay to your order the principal amount and any unpaid finance charge, including interest. Interest shall accrue upon the unpaid balance principal amount on and after the Due Date. I agree to pay the principal amount in accordance with the terms of the Note. If I fail to pay the full amount due on or before the due date, I agree to pay additional interest at 40% per year from the due date, until fully paid. I agree with full knowledge that in the event the above check is not honored by my bank on the Deposit Date stated below, or anytime thereafter for any reason, including non-sufficient funds, closed account or stop payment, there will be a \$20.00 service fee charged for each time the check is dishonored by my bank.

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FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	PRINCIPAL AMOUNT (Total Amount Due.)	ANNUAL PERCENTAGE RATE. The cost of my credit as a yearly rate.
\$ <u>50⁰⁰</u>	\$ <u>250⁰⁰</u>	\$ <u>300⁰⁰</u>	<u>521.43</u> %

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments are due (Due Date)
<u>1</u>	<u>300⁰⁰</u>	<u>July 10, 00</u>

2. **PAYMENT:** Upon signing the Note, I shall deliver to you a check duly endorsed, or payable to you (the "Check") for the Principal Amount dated as of the Due Date. You are instructed to hold the Check until the Due Date and then deposit the Check as payment on the Note. You may at your discretion hold the Check for verification of funds availability. Extension of due date will need to be approved by you prior to deposit date. Full approval of Extension must be in writing.

3. **SECURITY:** I give you a security interest in the following ("Collateral")
- a. The check or draft attached to the Note Payable or endorsed to **CHECK CASH ADVANCE** for the Principal amount.
 - b. All deposits, fees and accounts I have with you now or in the future.

These security interests are for all of my obligations under this Note. They will also secure all my future obligations to you unless prohibited by law. However, no security interest in my principal dwelling will secure a future obligation primarily for personal, family or household purposes unless it is specifically disclosed in connection with that future obligation.

4. **PREPAYMENT:** If I pay off early, I will not have to pay a penalty. I will not be entitled to a refund of any non-interest part of the finance charge. I must pay the amounts I owe you in whole or in part, including the Finance Charge stated above whether I prepay this Note or not.

By signing below, I acknowledge that I have read and agreed to both sides of the note, including disclosure, and intend to be legally bound by it's terms. I acknowledge receipt upon request of a completed copy of this Note, including disclosure.

Borrower's Signature J. Keith Delgado Date 6-26-00
Borrower's Signature _____ Date _____